

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

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| ROBERT T. STOOKSBURY, JR., |) | |
| |) | |
| Plaintiff, |) | |
| |) | No. 3:09-CV-498 |
| v. |) | (VARLAN/GUYTON) |
| |) | |
| MICHAEL L. ROSS, <i>et al.</i> , |) | |
| |) | |
| Defendants. |) | |

ORDER

This case is before the undersigned pursuant to 28 U.S.C. § 636, the Rules of this Court, and Standing Order 13-02. Now before the Court is a Joint Motion to Approve Memorandum of Understanding and Distribution of Rental Proceeds [Doc. 1066], filed by the Receiver, Darrell Tipton, Gateway Realty, and JJMLL, LLC, (collectively “the Movants.”) The Movants seek the Court’s approval of a Memorandum of Understanding to be executed by the Movants. The Memorandum of Understanding will formalize the management, collection, and payment of rents practices for the real property located at 8420 Kingston Pike, Knoxville, Tennessee, and will resolve related issues between the Movants.

The Court finds, first, that the proposed Memorandum of Understanding appears reasonable on its face and is consistent with the goals of the Receivership. Second, the Court finds that no party or interested person or entity has opposed the Joint Motion for Approval, and the time for doing so has expired, see E.D. Tenn. L.R. 7.1. The Court may treat this lack of opposition as acquiescence to the relief sought. See E.D. Tenn. L.R. 7.2.

Based upon the foregoing, the Joint Motion to Approve Memorandum of Understanding and Distribution of Rental Proceeds [**Doc. 1066**] is **GRANTED**. Following execution of the Memorandum of Understanding, the Receiver **SHALL FILE** a copy of the executed Memorandum of Understanding in the record.

IT IS SO ORDERED.

ENTER:

s/ H. Bruce Guyton
United States Magistrate Judge